

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Release

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners, L.P.		05/31/2007	LIMITED PARTNERSHIP:
Credit Suisse, Cayman Islands Branch		05/31/2007	Bank:

## RECEIVING PARTY DATA

Name:	E-GATEMATRIX, LLC
Street Address:	11710 Plaza America Drive
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	GATE SAFE, INC.
Street Address:	11710 Plaza America Drive
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2742889	E-GATEMATRIX
Registration Number:	2742890	E-GATEMATRIX
Registration Number:	2706317	INFLIGHT EXCHANGE (IFX)
Registration Number:	2706318	IFX
Registration Number:	2886297	GATE SAFE, INC.

## CORRESPONDENCE DATA

900079494

TRADEMARK  
REEL: 003562 FRAME: 0454

CH \$140.00 2742889

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

31704

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

06/15/2007

Total Attachments: 7

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2007, by and among **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as First Lien Collateral Agent (the **"First Lien Collateral Agent"**) under the First Lien Collateral Agreement referred to below, **CREDIT SUISSE, CAYMAN ISLANDS BRANCH**, in its capacity as Second Lien Collateral Agent (the **"Second Lien Collateral Agent"**) and, together with the First Lien Collateral Agent, the **"Collateral Agents"**) under the Second Lien Collateral Agreement referred to below, e-gatematrix, llc (**"e-gatematrix"**) and Gate Safe, Inc. (**"Gate Safe"**) and, together with e-gatematrix, the **"Grantors"**).

Reference is made to (a) the US Collateral Agreement dated as of March 9, 2006, among Gate Gourmet Holding S.C.A., a *société en commandite par actions* incorporated in Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 86446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000 (**"Parent"**), Gate Gourmet Borrower LLC, a Delaware limited liability company (**"Company"**), the subsidiaries of Parent party thereto and Goldman Sachs Credit Partners L.P., as First Lien Collateral Agent (as amended, supplemented or otherwise modified from time to time, the **"First Lien Collateral Agreement"**), (b) the US Collateral Agreement dated as of March 9, 2006, among Parent, the Company, the subsidiaries of Parent party thereto and Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent (as amended, supplemented or otherwise modified from time to time, the **"Second Lien Collateral Agreement"**) and, together with the First Lien Collateral Agreement, the **"Collateral Agreements"**), (c) the Trademark Security Agreement (the **"First Lien Trademark Security Agreement"**) dated as of March 9, 2006 by and among the First Lien Collateral Agent and the Grantors and (d) the Trademark Security Agreement (the **"Second Lien Trademark Security Agreement"**) and, together with the First Lien Trademark Security Agreement, the **"Existing Trademark Security Agreements"**) dated as of March 9, 2006 by and among the Second Lien Collateral Agent and each of the Grantors.

**WHEREAS**, pursuant to each of the Collateral Agreements, each of the Grantors has granted to the each of the Collateral Agents, for the benefit of the Secured Parties (as defined in each of the Collateral Agreements, as applicable) and the Collateral Agents, a security interest in certain of such Grantor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of such Grantor listed on **Schedule I** attached hereto, all to secure the payment and performance of the Obligations (as defined in the each of the Collateral Agreements, as applicable);

**WHEREAS**, pursuant to the First Lien Collateral Agreement, the Grantors and the First Lien Collateral Agent entered into the First Lien Trademark Security Agreement, which Trademark Agreement was recorded on March 16, 2006 with the United States Patent and Trademark Office at Reel 003270, Frame

0310 for the purpose of securing payment and performance of the Obligations (as defined in the First Lien Collateral Agreement);

**WHEREAS**, pursuant to the Second Lien Collateral Agreement, the Grantors and the Second Lien Collateral Agent entered into the Second Lien Trademark Security Agreement, which Trademark Agreement was recorded on March 20, 2006 with the United States Patent and Trademark Office at Reel 003272, Frame 0504 for the purpose of securing payment and performance of the Obligations (as defined in the Second Lien Collateral Agreement);

**WHEREAS**, pursuant to the each of the Existing Trademark Security Agreements, each of the Grantors granted to each of the Collateral Agents, for the benefit each of the Collateral Agents and the Secured Parties (as defined in each of the Collateral Agreements, as applicable), a security interest in, and granted, assigned and conveyed to each of the Collateral Agents, for the benefit of each of the Collateral Agents and the Secured Parties (as defined in each of the Collateral Agreements, as applicable), by way of collateral security, such Grantor's entire right, title and interest in and to, the Trademarks (as defined in each of the Collateral Agreements, as applicable); and

**WHEREAS**, each of the Collateral Agents has agreed to terminate and release the Existing Trademark Security Agreements and assign and transfer to each of the Grantors, all of such Collateral Agent's right, title and interest in the Trademarks listed on **Schedule I**.

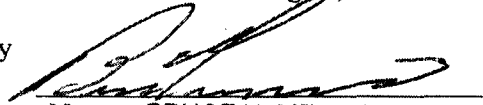
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Collateral Agents hereby terminates and releases the Existing Trademark Security Agreements and discharges all of such Collateral Agent's security interest in the Trademarks and all other security interests granted under each of the Existing Trademark Security Agreements and assigns and transfers to the Grantors, without representation, warranty or recourse, all of such Collateral Agent's right, title and interest in and to the Trademarks, including without limitation the trademarks listed on **Schedule I** attached hereto, effective as of the date set forth above.

This document may be filed, along with any other necessary documentation, with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. Each of the Collateral Agents hereby agrees to deliver, at the expense of the applicable Grantor, any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby.

*[signature pages follow]*

GOLDMAN SACHS, CREDIT PARTNERS  
L.P., as First Lien Collateral Agent,

By



Name: BRUCE H. MENDELSON  
Title: AUTHORIZED SIGNATORY

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Second Lien Collateral Agent,

By

\_\_\_\_\_  
Name:  
Title:

By

\_\_\_\_\_  
Name:  
Title:

E-GATEMATRIX, LLC  
GATE SAFE, INC.  
TRADEMARK SECURITY RELEASE AGREEMENT

[[2710541]]

TRADEMARK  
REEL: 003562 FRAME: 0458

GOLDMAN SACHS, CREDIT PARTNERS  
L.P., as First Lien Collateral Agent,

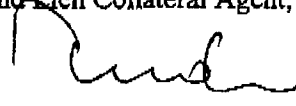
By

\_\_\_\_\_  
Name:

Title:

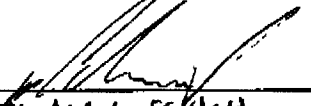
CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Second Lien Collateral Agent,

By

  
\_\_\_\_\_  
Name: KARL STUER

Title: DIRECTOR

By

  
\_\_\_\_\_  
Name: ALAIN SCHMID

Title: ASSISTANT VICE PRESIDENT

E-GATEMATRIX, LLC  
GATE SAFE, INC.  
TRADEMARK SECURITY RELEASE AGREEMENT


[[2710541]]

TRADEMARK  
REEL: 003562 FRAME: 0459

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

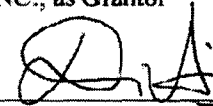
E-GATEMATRIX, LLC, as Grantor

By

  
Name: Emma Dethle  
Title: Director + Counsel, Europe + Asia Pacific

GATE SAFE, INC., as Grantor

By

  
Name: Emma Dethle  
Title: Director + Counsel, Europe + Asia Pacific

E-GATEMATRIX, LLC  
GATE SAFE, INC.  
TRADEMARK SECURITY RELEASE AGREEMENT

[[2710541]]

TRADEMARK  
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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

<b><u>Trademark Name</u></b>	<b><u>Grantor</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
E-Gatemark	e-gatemark, llc	2,742,889	July 29, 2003
E-Gatemark & Design	e-gatemark, llc	2,742,890	July 29, 2003
Inflight Exchange (IFX)	e-gatemark, llc	2,706,317	April 15, 2003
IFX	e-gatemark, llc	2,706,318	April 15, 2003
Gate Safe, Inc.	Gate Safe, Inc.	2,886,297	September 21, 2004